and (b) "persons serving with the armies of the United States in the field." See 1 Winthrop, *Mil. Law*, 117 *et seq.* Article 2 of the present Articles of War (Act of Aug. 29, 1916, Comp. St. 1916, sec. 2308a) has added a third class, namely, "persons accompanying the armies of the United States." The principal case is the first, so far as discovered, to place a judicial construction upon this language. Judge A. N. Hand states in the opinion: "The captain in charge of the vessel had, in my opinion, the right to call upon all persons on board to protect the transport in any way that seemed best in view of the danger. The section of the Articles of War subjecting persons accompanying armies to military authority not only enables military officers to preserve order on the part of such persons, but also in the cases that it covers to call on them for assistance and direct their action while they are properly in the field of military operations."

CRIMINAL PROCEDURE—AMENDMENTS—EFFECT OF CLERICAL ERROR IN INDICTMENT.—An indictment found on February 8, 1915, charged the defendant with having committed the criminal acts in question on October 17, 1915, i. e. subsequent to the finding of the indictment. The trial court permitted the prosecution to amend the indictment so as to change 1915 to 1914. From a decision of the New York Appellate Division affirming this decision, the defendant appealed. *Held* (two justices dissenting), that the defect in the indictment was one of substance which could not be cured by amendment. *People v. Van Every* (1917, N. Y.) 118 N. E. 244.

The decision is put on the ground that, although the precise time at which the crime was committed need not be stated in an indictment and the New York statute permits indictments to be amended on just terms at the trial in order to correct variances between proof and allegations, nevertheless the indictment in question was invalid from the beginning and to allow an amendment would be to permit the trial court to usurp the functions of the grand jury. In taking this view the court seems clearly to be following the precedents in New York and other states. It seems equally clear that in some way our system of criminal procedure ought to be so amended as to permit of the correction without re-indictment of what was obviously a mere clerical error. Probably that could best be done in connection with a general reform and simplification of the forms of indictments.

INSURANCE (MARINE)—WHETHER INSURANCE AGAINST "MEN-OF-WAR" COVERS ABANDONMENT OF VOYAGE FROM REASONABLE FEAR OF CAPTURE.—Goods in transit by a German ship from Calcutta to Hamburg were insured by English owners in June, 1914, against various perils, including "men-of-war . . . enemies . . . takings at sea, arrests, restraints, and detainments of all kings, princes, and people of what nation, condition and quality soever." War broke out between Great Britain and France on one side and Germany on the other while the vessel was at sea, and the captain put into Messina, then a neutral port, to avoid the risk of capture by British or French cruisers then in the Mediterranean. He later moved the ship to Syracuse, and declared the voyage abandoned. The owners of the cargo sued the insurer, claiming a constructive total loss by a peril insured against. The ship was at no time pursued by any hostile cruiser, nor was any actually sighted. It appeared by a statement from the British Admiralty that a German steamer proceeding through the Mediterranean at the time in question would have been "in peril of capture by British or allied warships." *Held,* that the frustation of the adventure was due, not to the peril insured against, but to something done to avoid that peril, and that the insurer was not liable. *Becker, Gray & Co. v. London Assurance Corp.* (1917, H. of L.) 117 L. T. Rep. N. S. 609.

The case does not go to the length of holding that nothing but actual capture by men-of-war would be within the policy, but seems to require at least such imminent peril of capture as to force the ship to take refuge in a neutral port in order to escape. The English courts have apparently adopted a stricter rule of construction for such cases than the American courts. For discussion of similar questions, see (1917) 26 YALE LAW JOURNAL, 247, 791; 28 *ibid.* 130.

INTERNATIONAL LAW—NATIONALITY—EFFECT OF MOTHER'S NATURALIZATION BY MARRIAGE ON NATIONALITY OF HER CHILDREN.—A and B, the children of a Belgian widow, who had married C, a Frenchman, were adopted by C and applied for registration in France as his adopted children. On refusal to register them on the ground that according to French law foreigners could not be adopted in France, it was *held,* that they were French and should be registered. *In re Hollaender and Donnet,* Court of Rouen, Sept. 8, 1916, reported in (1917) 44 CLUNET, 1009.

For an American case to the same effect see *Brown v. Shilling* (1856) 9 Md. 74. In most countries citizenship is conferred on minor children by the naturalization of the father or the widowed mother. Marriage of an alien woman to a citizen is a method of naturalization. *Mackenzie v. Hare* (1915) 239 U. S. 299. Adoption is not like marriage in this respect, and citizenship is not conferred on an alien child by his adoption by an American citizen. 3 Moore, *Digest of International Law,* sec. 415.

RULE AGAINST PERPETUITIES—REVERSIONARY LEASE TO BEGIN MORE THAN TWENTY-ONE YEARS IN FUTURE.—A lessee was in possession under a lease having nearly fifty years to run. The owner in fee of the reversion made a second lease of the premises to the same lessee for a term of thirty years, to begin immediately on the expiration of the existing lease. *Held,* that the second lease did not violate the rule against perpetuities. *Mann, Crossman & Paulin, Ltd. v. Registrar* (1917, Ch. D.) 117 L. T. Rep. N. S. 705.

This seems to be the first direct decision on the point involved. The question is discussed by Mr. Edwin H. Abbot, Jr., in his article in this number on *Leases and the Rule against Perpetuities* (page 880, *supra*). The above decision is in accord with the views there expressed.

SALES—RESCISSION FOR FRAUD—EFFECT OF VENDOR'S REFUSAL TO ACCEPT TENDER OF GOODS.—The defendant induced the plaintiff to buy goods by fraudulent representations that he owned them. On discovering the fraud, the plaintiff promply offered to return the goods and demanded that the purchase price be refunded. The defendant refused to do so. The plaintiff sued to recover the purchase price. *Held,* (Smith, J., dissenting) that the plaintiff was not entitled to recover the purchase price. *Kennedy v. Hasselstrom* (1918, S. D.) 166 N. W. 231.

The view of the dissenting judge seems obviously correct. In the case of sales of chattels induced by fradulent misrepresentations, the law is well settled that the misrepresentee has a legal power by appropriate notice and tender to the misrepresentor to bring about a rescission. *Tilley v. Bowman, Ltd.* [1910] 1 K. B. 745.

WILLS—CONSTRUCTION—POWERS OF LIFE TENANT.—A codicil to a will gave one to whom the will gave only a life estate the power "to execute and deliver deeds of conveyance and absolute title" to the property whenever the devisee of the life estate "believed it to be of advantage to sell the same." The life tenant filed a bill in equity asking the court to construe the will, making the